

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

**CITY OF SOUTH SIOUX CITY,
NEBRASKA,**

Plaintiff,

v.

**THE CHARTER OAK FIRE
INSURANCE COMPANY and
PHILADELPHIA INDEMNITY
INSURANCE COMPANY,**

Defendants.

CASE NO. 4:17-CV-3108

PROTECTIVE ORDER

The Court, based on the Joint Stipulation of the parties (Filing No. 69), enters the following Protective Order.

1. It is anticipated that certain information covered by or contained in documents produced in this action may contain or constitute confidential or proprietary information that warrants protection from disclosure.

2. Any party may designate documents as "CONFIDENTIAL" under this Protective Order by providing notice to the parties that the information is considered confidential, which may be accomplished by labeling the documents with the term "CONFIDENTIAL" or, if such label is not feasible, by otherwise indicating the documents are made "CONFIDENTIAL" in writing to the parties. Information designated as "CONFIDENTIAL" under this Protective Order shall not be used for any purposes outside of the present litigation.

3. No "CONFIDENTIAL" information may be disclosed to any person except the following:

A. The parties;

- B. The parties' legal counsel of record and their associates, paralegals, or other staff who are assisting in the representation;
- C. Persons retained as experts or consultants by any party;
- D. The Court, including court reporters, stenographic reporters, and other court personnel;
- E. Individuals testifying about the documents at deposition or at trial.

4. Any information designated "CONFIDENTIAL" shall be held in strict confidence by each person to whom it is disclosed; shall be used solely for purposes of the above-captioned litigation by each person to whom it is disclosed; and shall not be used by the recipient party or its counsel for any other purpose, including, without limitation, any business or competitive purpose or use in any other litigation.

5. Each non-party to whom disclosure is made must, prior to viewing "CONFIDENTIAL" information, agree in writing to be bound by this Protective Order by signing the form attached hereto as "Exhibit A." Counsel for each party shall retain each written consent that the party has had executed by any non-party.

6. If any material designated as "CONFIDENTIAL" is to be disclosed in the public record, which includes but is not limited to pleadings, testimony, or other documents for use at trial, the material will be filed under seal pursuant to this order.

7. At the conclusion of the case, unless other arrangements are agreed upon, each document and all copies thereof that have been designated as "CONFIDENTIAL" under this Protective Order shall be returned to the party that designated it as "CONFIDENTIAL," or the parties may elect to destroy documents designated as "CONFIDENTIAL" under this Protective Order. Where the parties agree to destroy

documents, the destroying party shall, upon request, provide an affidavit confirming destruction to the designating party.

8. The Court shall retain jurisdiction over all persons and parties subject to this order to the extent necessary to modify this order, enforce its obligations, or to impose sanctions for any violation.

9. This order shall survive the termination of this action.

10. This Protective Order may be modified by the Court at any time for good cause shown following notice to all parties and an opportunity for them to be heard.

DATED this 21st day of October, 2019.

BY THE COURT:



EXHIBIT A

Certification of Review and Consent to Protective Order

I, _____, acknowledge that I have read in its entirety and understand this Protective Order in this action. I agree that I will not disclose any "CONFIDENTIAL" information provided to me except as expressly permitted in the Protective Order, and that at the conclusion of the action, I will return all such "CONFIDENTIAL" information to the party or attorney from whom I received it. By signing this Protective Order, I understand that I am submitting myself to the jurisdiction of the United States District Court for the District of Nebraska for the purpose of enforcing the terms of this Protective Order and that my violation of any term of the Protective Order could subject me to punishment for contempt of Court, even if such enforcement occurs after termination of this action.

Dated this _____ day of _____, 20____.

Printed Name

Signature